

|                                                                                                                                                                                                                                                                             |          |                                                                         |          |  |                                   |                    |             |  |          |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-------------------------------------------------------------------------|----------|--|-----------------------------------|--------------------|-------------|--|----------|--|
|  <b>GAUTENG PROVINCE</b><br>PROVINCIAL TREASURY<br>REPUBLIC OF SOUTH AFRICA                                                                                                                |          | <h1 style="text-align: center;">Provincial Supply Chain Management</h1> |          |  |                                   |                    |             |  |          |  |
|                                                                                                                                                                                                                                                                             |          | <b>Request for Proposal</b>                                             |          |  |                                   | <b>Page 1 of 3</b> |             |  |          |  |
| <b>RFP NUMBER</b>                                                                                                                                                                                                                                                           |          |                                                                         |          |  |                                   |                    |             |  |          |  |
| <b>RFP DESCRIPTION</b>                                                                                                                                                                                                                                                      |          |                                                                         |          |  |                                   |                    |             |  |          |  |
| <b>CUSTOMER DEPARTMENT</b>                                                                                                                                                                                                                                                  |          |                                                                         |          |  |                                   |                    |             |  |          |  |
| <b>CUSTOMER INSTITUTION</b>                                                                                                                                                                                                                                                 |          |                                                                         |          |  |                                   |                    |             |  |          |  |
| <b>BRIEFING SESSION</b>                                                                                                                                                                                                                                                     | <b>Y</b> |                                                                         | <b>N</b> |  | <b>SESSION COMPULSORY</b>         |                    | <b>Y</b>    |  | <b>N</b> |  |
|                                                                                                                                                                                                                                                                             |          |                                                                         |          |  | <b>SESSION HIGHLY RECOMMENDED</b> |                    | <b>Y</b>    |  | <b>N</b> |  |
| <b>BRIEFING VENUE</b>                                                                                                                                                                                                                                                       |          |                                                                         |          |  | <b>DATE</b>                       |                    | <b>TIME</b> |  |          |  |
| <b>COMPULSORY SITE INSPECTION</b>                                                                                                                                                                                                                                           | <b>Y</b> |                                                                         | <b>N</b> |  | <b>DATE</b>                       |                    | <b>TIME</b> |  |          |  |
| <b>INSPECTION ADDRESS</b>                                                                                                                                                                                                                                                   |          |                                                                         |          |  |                                   |                    |             |  |          |  |
| <b>TERM AGREEMENT CALLED FOR?</b>                                                                                                                                                                                                                                           | <b>Y</b> |                                                                         | <b>N</b> |  | <b>TERM DURATION</b>              |                    |             |  |          |  |
| <b>CLOSING DATE</b>                                                                                                                                                                                                                                                         |          |                                                                         |          |  | <b>CLOSING TIME</b>               |                    |             |  |          |  |
| <b>TENDER BOX LOCATION</b>                                                                                                                                                                                                                                                  |          |                                                                         |          |  |                                   |                    |             |  |          |  |
| GPT is acting as Common Service Provider or buying organisation on behalf of all Gauteng Provincial Government Customer Departments / Institutions. The goods / services are therefore required by the Customer Department / Institution, as indicated on this form RFP 01. |          |                                                                         |          |  |                                   |                    |             |  |          |  |

### Notes:

- All bids / tenders must be deposited in the Tender Box at the following address:  
**Gauteng Provincial Treasury, Imbumba House, 75 Fox Street, Marshalltown, Johannesburg**
- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- The GPT Tender Box is generally open 24 hours a day, 7 days a week.
- This bid is subject to the preferential procurement policy framework act and the preferential procurement regulations, 2017, the general conditions of contract (gcc) 2010 and, if applicable, any other special conditions of contract.
- ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL GPG RFP FORMS – (NOT TO BE RE-TYPED)
- ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED):

### The Tendering System

The RFP Pack consists of two parts namely, Section 1 and Section 2. These two sections must be submitted separately, clearly marked with the Tender Number and the Section Number.

### Training sessions

Non-compulsory "How to tender" workshops are held every Wednesday at 75 Fox Street from 10:00-13:00.



# Provincial Supply Chain Management

**Request for Proposal**
**Page 2 of 3**

| SUPPLIER INFORMATION                                                                                                                                                  |                                                                                      |  |                                                                          |      |                                                                                                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------|------|----------------------------------------------------------------------------------------------------------|
| COMPANY NAME                                                                                                                                                          |                                                                                      |  |                                                                          |      |                                                                                                          |
| NAME OF BIDDER                                                                                                                                                        |                                                                                      |  |                                                                          |      |                                                                                                          |
| POSTAL ADDRESS                                                                                                                                                        |                                                                                      |  |                                                                          |      |                                                                                                          |
| STREET ADDRESS                                                                                                                                                        |                                                                                      |  |                                                                          |      |                                                                                                          |
| TELEPHONE NUMBER                                                                                                                                                      | CODE                                                                                 |  | NUMBER                                                                   |      |                                                                                                          |
| CELLPHONE NUMBER                                                                                                                                                      |                                                                                      |  |                                                                          |      |                                                                                                          |
| FACSIMILE NUMBER                                                                                                                                                      | CODE                                                                                 |  | NUMBER                                                                   |      |                                                                                                          |
| E-MAIL ADDRESS                                                                                                                                                        |                                                                                      |  |                                                                          |      |                                                                                                          |
| VAT REGISTRATION NUMBER                                                                                                                                               |                                                                                      |  |                                                                          |      |                                                                                                          |
| SUPPLIER COMPLIANCE STATUS                                                                                                                                            | TAX COMPLIANCE SYSTEM PIN:                                                           |  | CENTRAL SUPPLIER DATABASE No:                                            | MAAA |                                                                                                          |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE                                                                                                                          | TICK APPLICABLE BOX]<br><br><input type="checkbox"/> Yes <input type="checkbox"/> No |  | B-BBEE STATUS LEVEL SWORN AFFIDAVIT                                      |      | TICK APPLICABLE BOX]<br><br><input type="checkbox"/> Yes <input type="checkbox"/> No                     |
| <b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b> |                                                                                      |  |                                                                          |      |                                                                                                          |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?                                                                         | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF]   |  | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? |      | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER THE QUESTIONNAIRE IN RFP 09] |

|                                                |  |             |  |
|------------------------------------------------|--|-------------|--|
| <b>SIGNATURE OF BIDDER</b>                     |  | <b>DATE</b> |  |
| <b>CAPACITY UNDER WHICH THIS BID IS SIGNED</b> |  |             |  |

**This RFP is subject to the General Conditions of Contract and where applicable any other Special Conditions of Contract.**



# Provincial Supply Chain Management

**Request for Proposal**
**Page 3 of 3**

**Tender documents can be obtained from <http://www.treasury.gpg.gov.za>**

**ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:**

|                         |  |
|-------------------------|--|
| <b>DEPARTMENT</b>       |  |
| <b>CONTACT PERSON</b>   |  |
| <b>TELEPHONE NUMBER</b> |  |
| <b>FACSIMILE</b>        |  |
| <b>E-MAIL ADDRESS</b>   |  |

**ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:**

|                         |  |
|-------------------------|--|
| <b>DEPARTMENT</b>       |  |
| <b>CONTACT PERSON</b>   |  |
| <b>TELEPHONE NUMBER</b> |  |
| <b>FACSIMILIE</b>       |  |
| <b>E-MAIL ADDRESS</b>   |  |

**TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)**

|                       |          |  |          |  |                        |          |  |          |  |                         |          |  |          |  |
|-----------------------|----------|--|----------|--|------------------------|----------|--|----------|--|-------------------------|----------|--|----------|--|
| <b>SERVICE BASED</b>  | <b>Y</b> |  | <b>N</b> |  | <b>TERM BASED TYPE</b> | <b>Y</b> |  | <b>N</b> |  | <b>VALUE BASED TYPE</b> | <b>Y</b> |  | <b>N</b> |  |
| <b>VALUE BASED</b>    | <b>Y</b> |  | <b>N</b> |  |                        |          |  |          |  |                         |          |  |          |  |
| <b>QUANTITY BASED</b> | <b>Y</b> |  | <b>N</b> |  |                        |          |  |          |  |                         |          |  |          |  |
| <b>TERM BASED</b>     | <b>Y</b> |  | <b>N</b> |  |                        |          |  |          |  |                         |          |  |          |  |



# Provincial Supply Chain Management

**RFP Point System**

Page 1 of 1

|                        |  |                     |  |
|------------------------|--|---------------------|--|
| <b>RFP NUMBER</b>      |  | <b>CLOSING DATE</b> |  |
| <b>VALIDITY OF RFP</b> |  | <b>CLOSING TIME</b> |  |

In case of queries, please contact the GPT Contact Centre at tel: 0860 011 000

\*GPT is acting as Common Service Provider or buying organisation on behalf of all Gauteng Provincial Government Customer Departments / Institutions.

The goods / services are therefore required by the Customer Department / Institution, as indicated on RFP 01.

**The Gauteng Provincial Government requests your bid on the goods and/or services listed on the attached forms. Please furnish all information as requested and return your bid on the date stipulated. Late and incomplete submissions may invalidate the bid submitted.**

**This RFP will be evaluated on the basis of Preferential Procurement Regulation, 2017 pertaining to the Preferential Procurement Policy Framework Act (Act number 5 of 2000).**

## Point System

Points SHALL be allocated as follows:

Points for

Points for

**\* It is the responsibility of the bidder to attach A VALID SWORN AFFIDAVIT {EME/QSE} ATTESTED BY A COMMISSIONER OF OATHS OR VALID CERTIFIED COPY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE WITH THIS RFP DOCUMENT TO QUALIFY FOR THE PREFERENCE POINTS**



**GAUTENG PROVINCE**  
PROVINCIAL TREASURY  
REPUBLIC OF SOUTH AFRICA

# Provincial Supply Chain Management

## Instructions to Bidders

Page 1 of 2

1. The RFP (Request for Proposal) Pack is drawn up so that certain essential information should be furnished in a specific manner. Any additional particulars shall be furnished in a separate annexure.
2. The RFP forms should not be retyped or redrafted, but photocopies may be prepared and used. Additional offers may be made for any item, but only on a photocopy of the page in question or on other forms obtainable from the relevant Department or Institution advertising this RFP. Additional offers made in any other manner may be disregarded.
3. Should the RFP forms not be filled in by means of electronic devices, bidders are encouraged to complete forms in a black ink.
4. Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted with regards to claims arising from the fact that pages are missing or duplicated.
5. The forms RFP 04 to RFP 09 and PREF documents shall be completed, signed and submitted with the bid. RFP 10 (National Industrial Participation Programme Form) will only be added to the RFP pack to be completed by bidders when an imported component in excess of US \$ 10 million is expected.
6. A separate RFP 06 form (RFP Price Schedule per item) shall be completed in respect of each item. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this RFP(not applicable for Pre-qualification of Bidders).
7. Firm delivery periods and prices are preferred. Consequently bidders shall clearly state whether delivery periods and prices will remain firm or not for the duration of any contract, which may result from this RFP, by completing RFP 06 (RFP Price Schedule per item) and RFP 07 (Non-Firm Prices per item) (not applicable for Pre-qualification of Bidders).
8. If non-firm prices are offered bidders must ensure that a separate RFP 07 (Non-Firm Prices per item) is completed in respect of each item for which a non-firm price is offered. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this RFP (not applicable for Pre-qualification of Bidders).
9. Where items are specified in detail, the specifications form an integral part of the RFP document (see the attached specification) and bidders shall indicate in the space provided whether the items offered are to specification or not (not applicable for Pre-qualification of Bidders).
10. In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words "as specified" (see the attached specification) (not applicable for Pre-qualification of Bidders).
11. In cases where the items are not to specification, the deviations from the specifications shall be indicated (see the attached specification).
12. In instances where the bidder is not the manufacturer of the items offered, the bidder must as per RFP 06 (RFP Price Schedule per item) submit a Letter of Supply from the relevant manufacturer or his supplier (not applicable for Pre-qualification of Bidders).
13. The offered prices shall be given in the units shown in the attached specification, as well as in RFP 06 (RFP Price Schedule per item) (not applicable for Pre-qualification of Bidders).
14. With the exception of imported goods, where required, all prices shall be quoted in South African currency. Where bids are submitted for imported goods, foreign currency information must be supplied by completing the relevant portions of RFP 06 (RFP Price Schedule per item) and RFP 07 (Non-Firm Prices per item) (not applicable for Pre-qualification of Bidders).
15. Unless otherwise indicated, the costs of packaging materials (if applicable) are for the account of the bidder and must be included in the bid price on RFP 06 (RFP Price Schedule per item) (not applicable for Pre-qualification of Bidders).
16. Delivery basis (not applicable for Pre-qualification of Bidders):
  - (a) Supplies which are held in stock or are in transit or on order from South African manufacturers at the date of offer shall be offered on a basis of delivery into consignee's store or on his site within the free delivery area of the bidder's centre, or carriage paid consignee's station, if the goods are required elsewhere.
  - (b) Notwithstanding the provisions of paragraph 16(a), offered prices for supplies in respect of which installation / erection / assembly is a requirement, shall include ALL costs on a "delivered on site" basis, as specified on RFP 06 (RFP Price Schedule per item).
17. Unless specifically provided for in the RFP document, no bids transmitted by facsimile or email shall be considered.
18. Failure on the part of the bidder to sign any of the forms RFP 04 to RFP 10 and PREF documents and thus to acknowledge and accept the conditions in writing or to complete the attached RFP forms, Preference documents, questionnaires and specifications in all respects, may invalidate the bid.
19. Bids should preferably not be qualified by the bidder's own conditions of bid. Failure to comply with these requirements (i.e. full



# Provincial Supply Chain Management

## Instructions to Bidders

Page 2 of 2

acceptance of the General Conditions of Contract or to renounce specifically the bidder's own conditions of bid, when called upon to do so, may invalidate the bid.

20. In case of samples being called for together with the bid (refer to RFP 05 in this regard), the successful bidder may be required to submit **pre-production samples** to the South African Bureau of Standards (SABS) or such testing authority as designated at the request of the relevant Department concerned. Unless the relevant Department decides otherwise, pre-production samples must be submitted within thirty (30) days of the date on which the successful bidder was requested to do so. Mass production may commence only after both the relevant Department and the successful bidder have been advised by the SABS that the pre-production samples have been approved.
21. Should the pre-production samples pass the inspections / tests at the first attempt, the costs associated with the inspections / tests will be for the account of the relevant Department. If the SABS or such testing authority as designated do not approve the pre-production samples, but requires corrections / improvements, the costs of the inspections / tests must be paid by the successful bidder and samples which are acceptable in all respects must then reach the SABS or such testing authority as designated within twenty-one (21) days of the date on which the findings of the SABS or such testing authority as designated were received by the successful bidder. Failure to deliver samples within the specified time and to the required standards may lead to the cancellation of the intended contract.
22. In case of samples being called for together with the bid (refer to RFP 05 in this regard), the samples must be submitted together with the bid before the closing time and date of the RFP, unless specifically indicated otherwise. Failure to submit the requested sample(s) before the closing time and date of the RFP may invalidate the bid.
23. In cases where large quantities of a product are called for, it may be necessary for the relevant item to be shared among two (2) or more suppliers.
24. In cases where the relevant Department or Institution advertising this RFP may deem it necessary, a formal contract may be entered into with the successful bidder, in addition to a Letter of Acceptance and / or purchase order being issued.
25. If any of the conditions on the RFP forms are in conflict with any special conditions, stipulations or provisions incorporated in the bid invitation, such special conditions, stipulations or provisions shall apply.
26. This RFP is subject to the General Conditions of Contract and re-issues thereof. Copies of these conditions are obtainable from any office of the Gauteng Provincial Government (GPG).
27. Each bid must be submitted in a separate, sealed envelope on which the following must be clearly indicated:
  - NAME AND ADDRESS OF THE BIDDER;
  - THE BID (RFP) NUMBER; AND
  - THE CLOSING DATE.

The bid must be deposited or posted;

  - posted to Gauteng Provincial Treasury and to reach the destination not later than the closing time and date; OR
  - deposited in the tender box of the Gauteng Provincial Treasury before the closing time and date.
28. The Gauteng Provincial Government has become a member and as such a key sponsor of the Proudly South African Campaign. GPG therefore would like to procure local products of a high quality, produced through the practise of sound labour relations and in an environment where high environmental standards are maintained. In terms of the Proudly South African Campaign South African companies are encouraged to submit interesting and innovative achievements in the manufacturing field (if relevant to this RFP) – including information on new products, export achievements, new partnerships and successes and milestones.
29. **Compulsory GPG Contract:** It is a mandatory requirement that successful bidder/s (to whom a tender is awarded) sign a GPG Contract upon award of any given contract.



# Provincial Supply Chain Management

## Bid Commitment and Declaration of Interest

Page 1 of 4

### PART B: BID COMMITMENT

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached RFP documents to the Gauteng Province of the Republic of South Africa, on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of, and incorporated into, this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.

2. I/We agree that -

- (a) the offer herein shall remain binding upon me/us and open for acceptance by the Gauteng Provincial Government as represented by the Department requesting this proposal during the validity period indicated and calculated from the closing time of the bid;
- (b) this bid and its acceptance shall be subject to the terms and conditions contained in the General Conditions of Contract and Preference Points Claim Form – General Conditions and Definitions of the Preferential Procurement Policy Framework Act - PPPFA (PREF 01) with which I am/we are fully acquainted;
- (c) if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Province may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the Province and I/we will then pay to the Province any additional expense incurred by the Province having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid; the Province shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss the Province may sustain by reason of my/our default;
- (d) if my/our bid is accepted the acceptance may be communicated to me/us by letter or order by ordinary post or registered post and that SA Post Office Ltd shall be regarded as my/our agent, and delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;
- (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and that I/we choose domicile citandi et executants in the Republic at (full address of this place);

#### FULL ADDRESS

3. I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

4. I/We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfilment of any contract, which might be awarded based on this offer.

5. I/We agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.

6. I/We declare that I/we have **participation/no participation\*** in the submission of any other offer for the supplies/services described in this RFP document. If there is participation, state names(s) of bidder(s) involved

\* Delete whichever is not applicable.

#### OTHER BIDDERS INVOLVED

7.

#### AUTHORISATION

Are you duly authorised to sign the bid? (Also refer to RFP 01 – page 2)

#### INDICATE

Y ☐ ☐ N ☐ ☐

8.

#### DECLARATION

Has the Declaration of Interest (part B of this form: RFP 04) been duly completed?

#### INDICATE

Y ☐ ☐ N ☐ ☐



# Provincial Supply Chain Management

## Bid Commitment and Declaration of Interest

Page 2 of 4

### PART B : DECLARATION OF INTEREST

9. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by state; and/or
- the legal person on who's behalf the bidding document is signed, has a relationship with persons/a person who are/is involved with the evaluation and / or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on who's behalf the declarant acts and persons who are involved with the evaluation and / or adjudication of the bid

**10. In order to give effect to the above, the following questionnaire shall be completed and submitted with the bid.**

|                                                                                                                                                                                                                        |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 10.1 Full Name of Bidder or his/ her representative:                                                                                                                                                                   |  |
| 10.2 Identity Number:                                                                                                                                                                                                  |  |
| 10.3 Position occupied in the company :<br>(director, trustee, shareholder <sup>2</sup> , member)                                                                                                                      |  |
| 10.4 Registration number of company, enterprise, close corporation, partnership agreement or trust                                                                                                                     |  |
| 10.5 Tax Reference Number:                                                                                                                                                                                             |  |
| 10.6 Vat Registration Number:                                                                                                                                                                                          |  |
| 10.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 11 below. |  |

<sup>1</sup>"State" means-

- a) any national and provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999),
- b) any municipality or municipal entity
- c) provincial legislature
- d) national Assembly or the national Council of provinces, or
- e) Parliament

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise/business and exercises control over the enterprise.

|                                                                                        |                                                       |   |  |  |   |  |  |
|----------------------------------------------------------------------------------------|-------------------------------------------------------|---|--|--|---|--|--|
| 10.7 Are you or any person connected with the bidder, presently employed by the state? |                                                       | Y |  |  | N |  |  |
| If so, furnish the following particulars                                               | Name of person/Director/shareholder/member:           |   |  |  |   |  |  |
|                                                                                        | Name of Institution to which the person is connected: |   |  |  |   |  |  |
|                                                                                        | Position occupied in the institution:                 |   |  |  |   |  |  |
|                                                                                        | Any other particulars:                                |   |  |  |   |  |  |



# Provincial Supply Chain Management

## Bid Commitment and Declaration of Interest

Page 3 of 4

|                                                                                                                                                                                                   |   |  |  |  |   |  |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|--|--|--|---|--|--|
| 10.8 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?                                 | Y |  |  |  | N |  |  |
| 10.8.1 If yes, did you attach proof of such authority to the bid document?<br>(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid). | Y |  |  |  | N |  |  |
| If no, furnish reasons for non-submission of such proof                                                                                                                                           |   |  |  |  |   |  |  |

|                                                                                                                                                                                    |   |  |  |  |   |  |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|--|--|--|---|--|--|
| 10.9 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? | Y |  |  |  | N |  |  |
| If YES, furnish particulars                                                                                                                                                        |   |  |  |  |   |  |  |

|                                                                                                                                                                                                                       |   |  |  |  |   |  |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|--|--|--|---|--|--|
| 10.10 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? | Y |  |  |  | N |  |  |
| If so, furnish particulars                                                                                                                                                                                            |   |  |  |  |   |  |  |

|                                                                                                                                                                                                                                                  |   |  |  |  |   |  |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|--|--|--|---|--|--|
| 10.11 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? | Y |  |  |  | N |  |  |
| If so, furnish particulars                                                                                                                                                                                                                       |   |  |  |  |   |  |  |

|                                                                                                                                                                                             |   |  |  |  |   |  |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|--|--|--|---|--|--|
| 10.12 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? | Y |  |  |  | N |  |  |
| If so, furnish particulars                                                                                                                                                                  |   |  |  |  |   |  |  |



**GAUTENG PROVINCE**  
PROVINCIAL TREASURY  
REPUBLIC OF SOUTH AFRICA

# Provincial Supply Chain Management

## Bid Commitment and Declaration of Interest

Page 4 of 4

### 11. Full details of directors / trustees / members / shareholders.

| Full Name | Identity Number | Personal Income Tax Reference Number | State Employee Number / Persal Number |
|-----------|-----------------|--------------------------------------|---------------------------------------|
|           |                 |                                      |                                       |
|           |                 |                                      |                                       |
|           |                 |                                      |                                       |
|           |                 |                                      |                                       |
|           |                 |                                      |                                       |
|           |                 |                                      |                                       |
|           |                 |                                      |                                       |
|           |                 |                                      |                                       |
|           |                 |                                      |                                       |

### DECLARATION

I, THE UNDERSIGNED (NAME)  CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 10.1 to 10.12 ABOVE IS CORRECT.

I ACCEPT THAT THE PROVINCE MAY ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

| NAME OF BIDDER OR ASSIGNEE(S) | SIGNATURE OF BIDDER OR ASSIGNEE(S) |
|-------------------------------|------------------------------------|
|                               |                                    |

| DATE | POSITION |
|------|----------|
|      |          |



# Provincial Supply Chain Management

## Declaration of Bidder's Past Supply Chain Management Practices

Page 1 of 2

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the Supply Chain Management System.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |   |  |   |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---|--|---|--|
| 4.1 Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).<br><br><b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b> |  | Y |  | N |  |
| If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |   |  |   |  |
| 4.2 Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?<br><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>                                                                                                                                                                                                                                                                         |  | Y |  | N |  |
| If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |   |  |   |  |
| 4.3 Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  | Y |  | N |  |
| If so, furnish particulars                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |   |  |   |  |
| 4.4 Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  | Y |  | N |  |
| If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |   |  |   |  |



**GAUTENG PROVINCE**  
PROVINCIAL TREASURY  
REPUBLIC OF SOUTH AFRICA

# Provincial Supply Chain Management

## Declaration of Bidder's Past Supply Chain Management Practices

Page 2 of 2

### CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

Name, Position & Signature of Bidder

DATE:

ADDRESS:



**GAUTENG PROVINCE**  
 PROVINCIAL TREASURY  
 REPUBLIC OF SOUTH AFRICA

# Provincial Supply Chain Management

**Special Conditions**

Page 1 of 3

|                             |  |
|-----------------------------|--|
| <b>RFP NUMBER</b>           |  |
| <b>RFP DESCRIPTION</b>      |  |
| <b>CUSTOMER DEPARTMENT</b>  |  |
| <b>CUSTOMER INSTITUTION</b> |  |

THE FOLLOWING MUST ACCOMPANY YOUR BID, IF INDICATED BY “√”

|                |                                                                                                                                     |                                 |
|----------------|-------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| <b>Samples</b> | <b>SABS /Equivalent Certificate</b><br>May not be older than one (1) year, the cost of which will be for the account of the bidder. | <b>Bidders Briefing Session</b> |
|----------------|-------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|

|                                                                                                                                                                       |                                             |             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|-------------|
|  <p><b>GAUTENG PROVINCE</b><br/>PROVINCIAL TREASURY<br/>REPUBLIC OF SOUTH AFRICA</p> | <h1>Provincial Supply Chain Management</h1> |             |
|                                                                                                                                                                       | Special Conditions                          | Page 2 of 3 |

## EVALUATION METHODOLOGY

Bidders must complete all compulsory documents as required and attach them to their tender document, failing which the bid shall not be considered for further evaluation.

Points will be awarded in accordance with the Preferential Procurement Policy Framework Act (PPPFA)

### Stage 1

| Criteria for Functionality | Points |
|----------------------------|--------|
|                            |        |
|                            |        |
|                            |        |
|                            |        |
|                            |        |
|                            |        |
|                            |        |
|                            |        |
| <b>TOTAL</b>               |        |

**NOTE:** Bidders who fail to meet the above minimum requirements (Stage 1) shall be eliminated from further evaluation

### Stage 2

| Criteria for Price and B-BBEE Status | Points     |
|--------------------------------------|------------|
| Bid Price                            | 80         |
| Preference Points                    | 20         |
| <b>TOTAL</b>                         | <b>100</b> |

Bidders are required to use the two envelope bidding system, whereby the Technical Proposal (Stage 1), Pricing and B-BBEE (Stage 2) be placed in two separate sealed envelopes marked:

- Stage One–

- Stage Two–

|                                                                                                                                                              |                                             |             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|-------------|
|  <b>GAUTENG PROVINCE</b><br>PROVINCIAL TREASURY<br>REPUBLIC OF SOUTH AFRICA | <h1>Provincial Supply Chain Management</h1> |             |
|                                                                                                                                                              | <b>Special Conditions</b>                   | Page 3 of 3 |

## SUPPLIER JOB CREATION ANALYSIS

|              |  |           |  |
|--------------|--|-----------|--|
| Company Name |  | Date Est. |  |
|--------------|--|-----------|--|

|                                                   | Permanent | Temp | SA Citizens | Other | Comments |
|---------------------------------------------------|-----------|------|-------------|-------|----------|
| Staff compliment at Establishment of Enterprise   |           |      |             |       |          |
| Current staff compliment                          |           |      |             |       |          |
| Number of jobs to be created if Bid is successful |           |      |             |       |          |

- The successful bidder may be audited during the course of the contract to verify the above information.

Comments to include:

- If Job Creation is direct (by your own company) or indirect (by your supplier)
- Where the jobs created for employees that were in existing positions or unemployed? (Net Job Creation)

NOTE: Job Creation should adhere to all applicable RSA Legislation and Regulations.

=====

| THIS SECTION IS FOR OFFICE USE ONLY! |                   |                        |                         |                         |                         |                         |
|--------------------------------------|-------------------|------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| Observations                         | Initial Job Count | Job Creation Potential | 1 <sup>st</sup> Quarter | 2 <sup>nd</sup> Quarter | 3 <sup>rd</sup> Quarter | 4 <sup>th</sup> Quarter |
| Year 1                               |                   |                        |                         |                         |                         |                         |
| Year 2                               |                   |                        |                         |                         |                         |                         |
| Year 3                               |                   |                        |                         |                         |                         |                         |
| Year 4                               |                   |                        |                         |                         |                         |                         |
| Year 5                               |                   |                        |                         |                         |                         |                         |



**GAUTENG PROVINCE**  
HEALTH  
REPUBLIC OF SOUTH AFRICA

## TENDER SPECIFICATION FOR GT/GDH/078/2021 - THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF PET SCANNER INFUSION SYSTEM FOR STEVE BIKO ACADEMIC HOSPITAL.

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### ABBREVIATIONS

|                    |                                                                                                                                                                                                                                                            |
|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B-BBEE:            | Broad Based Black Economic Empowerment                                                                                                                                                                                                                     |
| B-BBEE Controlled: | A juristic person, having shareholding or similar members interest, in which black Company participants, enjoy a right to Exercisable Voting Rights that is at least 51% of the total such rights measured using the Flow-Through Principle.               |
| B-BBEE Owned:      | A juristic person having shareholding or similar members interest, that is BEE Company controlled, in which black participants enjoy a right to Economic interest that is at least 51% of the total such rights measured using the Flow-Through Principle. |
| BEC:               | Bid Evaluation Committee                                                                                                                                                                                                                                   |
| BSC:               | Bid Specification Committee                                                                                                                                                                                                                                |
| EME:               | Exempted Micro Enterprise                                                                                                                                                                                                                                  |
| GCC:               | General Conditions of Contract                                                                                                                                                                                                                             |
| GPG:               | Gauteng Provincial Government                                                                                                                                                                                                                              |
| GPT:               | Gauteng Provincial Treasury                                                                                                                                                                                                                                |
| POPI:              | Protection of Personal Information Act                                                                                                                                                                                                                     |
| PPFA:              | Preferential Procurement Policy Framework Act                                                                                                                                                                                                              |
| QC:                | Quality Control                                                                                                                                                                                                                                            |
| QSE:               | A qualifying small business enterprise in terms of the code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act                                                               |
| RFP:               | Request for Proposal                                                                                                                                                                                                                                       |
| SABS:              | South African Bureau of Standards                                                                                                                                                                                                                          |
| SANAS:             | South African National Accreditation System                                                                                                                                                                                                                |
| SANS:              | South African National Standard                                                                                                                                                                                                                            |
| SAHPRA:            | South African Health Product Regulatory Authority                                                                                                                                                                                                          |
| SCC:               | Special Conditions of Contract                                                                                                                                                                                                                             |
| VAT:               | Value- Added Tax                                                                                                                                                                                                                                           |



**GAUTENG PROVINCE**  
HEALTH  
REPUBLIC OF SOUTH AFRICA

## TENDER SPECIFICATION FOR GT/GDH/078/2021 - THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF PET SCANNER INFUSION SYSTEM FOR STEVE BIKO ACADEMIC HOSPITAL.

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### 1. THE PURPOSE

The purpose of this tender is to appoint a service provider for the supply, delivery, installation, commissioning and maintenance of pet scanner infusion system for Steve Biko Academic Hospital.

### 2. THE BACKGROUND

This request for a PET infusion system is based on sound PET practice- and radiation protection principles and is supported by the Departments of Nuclear Medicine, Radiography and Physics. It is a significant technological advancement in PET imaging as it allows the technologist to inject the patient with any PET tracer, without having to manually draw up and inject the tracer. This absence of operator tracer handling results in significantly reduced radiation exposure to both the technologist and the patient. Optimization of the dose and sterility is ensured and the potential for spillage and wastage is minimised. Procurement of this equipment will lead to long-term cost savings for the hospital and significantly improve the quality of patient care as well as reduce the radiation exposure to staff.

Use of a **PET infusion system** significantly reduces the amount of radiation exposure (especially to staff) and ensures optimization and sterility of the injected tracer for PET/CT imaging.

### 3. LEGISLATIVE AND REGULATORY FRAMEWORK

#### 3.1 The General Conditions of Contract (GCC):

This bid and all contracts emanating from this tender will be subject to the General Conditions of Contract (GCC), as issued by National Treasury in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The general conditions are available on the National Treasury website ([www.treasury.gov.za](http://www.treasury.gov.za)).

#### 3.2 The Special Conditions of Contract (SCC):

The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where the Special Conditions of Contract conflict with the General Conditions of Contract, the Special Conditions of Contract shall prevail.



**GAUTENG PROVINCE**  
HEALTH  
REPUBLIC OF SOUTH AFRICA

## TENDER SPECIFICATION FOR GT/GDH/078/2021 - THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF PET SCANNER INFUSION SYSTEM FOR STEVE BIKO ACADEMIC HOSPITAL.

### 3.3 Other legal prescripts:

The Gauteng Department of Health provides Public Health Services. The physical protection function is regulated by the following acts:

- a. The Constitution of SA, Section 217
- b. Broad-Based Black Economic Empowerment Act, 2003 (Act. No. 53 of 2003)
- c. Public Finance Management Act, 1999 (Act No. 1 of 1999)
- d. Preferential Procurement Policy Framework Act no. 5 OF 2000
- e. Preferential Procurement Regulations, 2017
- f. Open Tender Framework, 2019
- g. Gauteng Finance Management Supplementary Amendment Act 6 of 2019
- h. Protection of Information Act, 1982 (Act no 84 of 1982)
- i. Promotion of Access to Information Act, 2000 (Act no 2 of 2000)
- j. Promotion of Administrative Justice Act, 2000 (Act 3 of 2000)
- k. Hazardous Substance Act, Act No 15 of 1973
- l. Occupational Health and Safety Act, 1993 (Act no 85 of 1993)

## 4. THE FORMAT OF THE BID DOCUMENT

The bidders must submit the bid in a lever arch file in the format, as per Table 1 below.

Table 1: The Bid Format

| Part of Bid Submission | Required documents                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Part 1                 | <p><b>Section 1:</b> Technical Proposal of the tender</p> <p>All the documents included in Section 1 must be read, completed, signed where applicable and submitted. Product information documents (e.g. catalogues, operating manuals, instruction leaflets, etc.), in at least the English language.</p> <p>Mandatory documents for the Administrative Responsiveness Evaluation (see Evaluation Methodology). Non-submission of the following mandatory documents will lead to the disqualification of the bid</p> <ol style="list-style-type: none"> <li>1. SBD 01: Invitation to Bid</li> <li>2. SBD 04: Declaration of Interest</li> <li>3. SBD 08: Certification and Declaration of Bidder's Past Supply Chain Management Practices</li> <li>4. SBD 09: Certificate of Independent Bid Determination</li> <li>5. Quality Standards Certifications:</li> </ol> |



**GAUTENG PROVINCE**  
HEALTH  
REPUBLIC OF SOUTH AFRICA

TENDER SPECIFICATION FOR GT/GDH/078/2021 - THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF PET SCANNER INFUSION SYSTEM FOR STEVE BIKO ACADEMIC HOSPITAL.

|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <p>Products supplied to the Gauteng Department of Health must conform to the quality standards and international device regulations. The bidders must submit the following certifications together with the bid documents before the closing date and time of the bid:</p> <p>5.1 Certificate of compliance<br/>An original or original certified copy of the signed Certificate of Compliance per product together with the bid documents at the closing date and time of the bid. This is required to certify that the material / product offered, complies with the international medical device regulations, such as: SANS, CKS, CE, ISO or equivalent.</p> <p>5.2 South African Health Product Regulatory Authority (SAHPRA) Licence/Certificate:<br/>An original or original stamped certified copy of the signed certificate of compliance as proof of registration with South African Health Product Regulatory Authority.</p> <p>6 A list of Gauteng based Technicians with Training Certificates employed by the bidder:<br/>A list of Gauteng based Technicians employed by the bidder that will be responsible for the installation, commissioning, calibration and maintenance of the item/s tendered for, must be submitted with the bid documents at the closing date and time of the bid.</p> <p>7 Competency Certificate of each Technician's Training:<br/>An original certified copy relevant to the equipment offered, on the calibration, maintenance, service and repair of the quoted product equivalent to the manufacturer's original factory training and the Calibration and Inspection Certificate from factory.</p> <p>8 Product Brochure and Technical Data Sheets:<br/>Bidders must submit the fully comprehensive product brochures in pdf format in black and white and a copy of the technical data sheets (may also be submitted in pdf format in black and white) that includes the technical specifications of the items tendered for. Bidders that do not submit will be disqualified.</p> <p>9 Manufacturing Certificate:<br/>An original or original certified copy of the Product Manufacturer Certificate, if the bidder is the original product manufacturer; or If the bidder is not the original product manufacturer, an original certified copy of the Manufacturing Certificate as well as an original or original certified copy of the letter from the original product manufacturer, reseller or wholesale supplier that authorises the bidder to resell the product.</p> |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



**GAUTENG PROVINCE**  
HEALTH  
REPUBLIC OF SOUTH AFRICA

TENDER SPECIFICATION FOR GT/GDH/078/2021 - THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF PET SCANNER INFUSION SYSTEM FOR STEVE BIKO ACADEMIC HOSPITAL.

|        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|        | <p><b><u>Other required documents Non-Mandatory</u></b></p> <p>10 Tax Compliance Requirements:<br/>A printout via SARS e-Filing of the valid Tax Compliance Status (TCS) PIN, must be submitted with the bid documents at the closing date and time of the bid. In bids where consortia, joint ventures and sub-contractors are involved, each party must submit a separate PIN. The PIN, which is issued by the South African Revenue Services, can be used by third parties to verify the compliance status of the bidder online via SARS e-Filing.</p> <p>11 Copy of Central Supplier Database (CSD) Registration Summary Report Bidder must be registered with CSD and provide the Supplier Master Registration Number (MAAA number)</p> <p>NB: All mandatory documents commissioned, and /or certified copies must be in line with the justices of the piece and Commissioners of Oaths Act, no. 16 of 1963.</p> |
| Part 2 | <p>All the supporting documents of proof required for the General and Safety Requirements Evaluation and Technical Evaluation:</p> <ol style="list-style-type: none"> <li>Organizational structure showing the technicians and the CV's of the technicians.</li> <li>Company profile.</li> <li>Any publication or supporting document for the Technical Evaluation. Certificate</li> <li>The bidders are required to submit a certified copy of the Registration as an importer with the <u>South African Revenue Service (SARS)</u> together with the Import Permit obtained from to the <u>International Trade Administration Commission (ITAC)</u>.</li> </ol>                                                                                                                                                                                                                                                     |
| Part 3 | <p><b>Section 2: Financial Proposal of the tender.</b></p> <p>Completed Price Schedule document, referred to as Annexure B of the tender pack as well as an electronic copy in Excel format (not PDF), captured and saved on a CD or memory stick.</p> <ol style="list-style-type: none"> <li>SBD 3.1: Price Schedule – Goods Firm Prices</li> <li>Annexure B: price schedule (total cost of ownership model for Pet Scanner Infusion system)</li> </ol> <p><b>Note: Mandatory, failure to submit both abovementioned will result in the bid being disqualified</b></p> <ol style="list-style-type: none"> <li>SBD 6.1: Preference Points Claim Form in terms of the Preferential Procurement Regulations of 2017</li> </ol>                                                                                                                                                                                          |



**GAUTENG PROVINCE**  
HEALTH  
REPUBLIC OF SOUTH AFRICA

TENDER SPECIFICATION FOR GT/GDH/078/2021 - THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF PET SCANNER INFUSION SYSTEM FOR STEVE BIKO ACADEMIC HOSPITAL.

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## 5. THE PRODUCTS SPECIFICATIONS

### 5.1 The bidders must refer to the attached Annexure A -

The tender specification for the supply, delivery, installation, commissioning and maintenance of Pet Scanner Infusion System unit for Steve Biko Academic Hospital.

The bidders must complete the Tender Specification as follows:

- 5.1.1 The original Tender Specification must be submitted.
- 5.1.2 The Tender Specification in MS Excel format that is attached below must be completed in order to submit it in original.
- 5.1.3 Each response to the line item will be verified in the brochures, technical data sheets, user and technical manuals submitted by the suppliers. Should the information required not be stated in the brochures, technical data sheets, user and technical manuals the vendor should then supply a letter from the manufacturer to verify the response.
- 5.1.4 The bidders must refer to in the Microsoft Excel to indicate the compliance with the tender specification:

## 6. EVALUATION METHODOLOGY

The evaluation of the bids will be done in accordance with the requirements of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and the Preferential Procurement Regulations, 2017 in two stages:

- Stage 1A: Pre-qualification Criteria for Preferential Procurement
- Stage 1B: Mandatory Administrative Responsiveness and General and Safety Requirements Evaluation
- Stage 1C: Technical Evaluation
- Stage 2: Price and Preference Points Evaluation  
The 80/20 preference point system, which is applicable to bids with a Rand value equal to, or above R30 000 and up to a Rand value of R 50 million (all applicable taxes included), shall be applied, where a maximum of 80 points will be allocated for price and maximum of 20 for preference points (BBBEE level of contribution).



**GAUTENG PROVINCE**  
HEALTH  
REPUBLIC OF SOUTH AFRICA

TENDER SPECIFICATION FOR GT/GDH/078/2021 - THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF PET SCANNER INFUSION SYSTEM FOR STEVE BIKO ACADEMIC HOSPITAL.

### STAGE 1A: PRE-QUALIFICATION CRITERIA FOR PREFERENTIAL PROCUREMENT

In terms of the Preferential Procurement Regulations, 2017, par. 4(1) (a) the Gauteng Department of Health has decided to apply pre-qualification criteria to advance bidders that have a level 1 to 7 B-BBEE Status Level of Contributor. Therefore, only bidders that have a level 1 to 7 B-BBEE Status Level of Contributor in terms of the code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act. No. 53 of 2003) may respond to this tender.

Valid proof of the level 1 to 7 B-BBEE Status Level of Contributor must be submitted together with the bid, as follows:

An original or original stamped certified copy of a valid B-BBEE certificate from a SANAS accredited B-BBEE Verification Agency  
or

In the instance where a bidder is an EME on B-BBEE level 1 or 2 and 4 or a QSE on B-BBEE level 1 and 2, then only an original affidavit commissioned by a Commissioner of Oaths: B-BBEE Exempted Micro Enterprise or Qualifying Small Enterprise in terms of the Codes of Good Practice (the template should be downloaded from the CIPC or DTI websites).

Note:

- a. In case of a consortium or joint venture, an original agreement signed by all party representatives must be submitted together with an original or original certified stamped copy of a consolidated B-BBEE Certificate from a SANAS accredited B-BBEE Verification Agency.
- b. In the case of a single entity like a trust, an original affidavit or an original or original stamped certified copy of a B-BBEE Certificate from a SANAS accredited B-BBEE Verification Agency will suffice.

**If a bidder does not meet the requirements stated above the bid will be disqualified.**

### STAGE 1B: MANDATORY ADMINISTRATIVE RESPONSIVENESS EVALUATION

Only bidders who have complied with the Pre-Qualification Criteria for Preferential Procurement will be evaluated for the Mandatory Administrative Responsiveness Evaluation.

1. SBD 01: Invitation to Bid
2. SBD 04: Declaration of Interest
3. SBD 08: Certification and Declaration of Bidder's Past Supply Chain Management Practices
4. SBD 09: Certificate of Independent Bid Determination
5. SBD 3.1: Price Schedule – Goods Firm Prices



**GAUTENG PROVINCE**  
HEALTH  
REPUBLIC OF SOUTH AFRICA

TENDER SPECIFICATION FOR GT/GDH/078/2021 - THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF PET SCANNER INFUSION SYSTEM FOR STEVE BIKO ACADEMIC HOSPITAL.

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6. Quality Standards Certifications:

Products supplied to the Gauteng Department of Health must conform to the quality standards and international device regulations. The bidders must submit the following certifications together with the bid documents before the closing date and time of the bid:

6.1 Certificate of compliance:

A valid original or original stamped certified copy of the signed Certificate of Compliance per product together with the bid documents at the closing date and time of the bid. This is required to certify that the material / product offered, complies with any of the following specifications: SANS, CE, ISO or equivalent.

6.2 A valid original certified copy of the accreditation issued by the South African National Accreditation System (SANAS) to the Inspection Body affiliated with the bidders for the Acceptance Quality Assurance Test and commissioning of the equipment offered.

7. South African Health Product Regulatory Authority (SAHPRA) License/Certificate:

A valid original or original stamped certified copy of the signed certificate of compliance as proof of registration with South African Health Product Regulatory Authority.

8. A list of Gauteng based Technicians with Training Certificates employed by the bidder:

A list of Gauteng based Technicians employed by the bidder that will be responsible for the installation, commissioning, calibration and maintenance of the item/s tendered for, must be submitted with the bid documents at the closing date and time of the bid.

9. An original stamped certified copy of the qualification/s of each Gauteng based technician employed by the bidder:

A valid original stamped certified copy of the qualification/s of each Gauteng based technician employed by the bidder, relevant to the installation, commissioning, calibration and maintenance of the item/s tendered for, must be submitted with the bid documents at the closing date and time of the bid.

10. Product Brochure and Technical Data Sheets:

Bidders must submit the fully comprehensive product brochures in pdf format in black and white/ colour and a copy of the technical data sheets (may also be submitted in pdf format in black and white) that includes the technical specifications of the items tendered for. Bidders that do not submit it will be disqualified.



**GAUTENG PROVINCE**  
HEALTH  
REPUBLIC OF SOUTH AFRICA

TENDER SPECIFICATION FOR GT/GDH/078/2021 - THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF PET SCANNER INFUSION SYSTEM FOR STEVE BIKO ACADEMIC HOSPITAL.

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11. Manufacturing Certificate:

A valid original or original certified copy of the Product Manufacturer Certificate, if the bidder is the original product manufacturer; or

If the bidder is not the original product manufacturer, an original certified copy of the Manufacturing Certificate as well as an original or original certified copy of the letter from the original product manufacturer, reseller or wholesale supplier that authorises the bidder to resell the product.

If a bidder does not meet the requirements stated above the bid will be disqualified.

**STAGE 1C: TECHNICAL EVALUATION**

Only bidders who have complied with the Mandatory Administrative Responsiveness and General and Safety Requirements Evaluation will be evaluated for the Technical Evaluation.

Bidders must observe and refer to the tender specifications of PET Infusion System, namely; The Tender Specification for the Supply, Delivery, Installation, Commissioning and maintenance of PET Infusion System for Steve Biko Academic Hospital.

**See attached annexure A**

Technical Specification - Annexure A must be submitted as well as an electronic copy be in Excel format (not PDF), captured and saved on a CD or memory stick.

a. Hard Copy Format:

The original (hard copy) must be written clearly and legibly.

b. Soft Copy Format:

The electronically (soft copy) must be submitted on a CD RW or memory stick to the Gauteng Provincial Treasury Tender Office. The CD or memory stick must be clearly marked with the Company Name and tender number. The electronic copy in Excel format to compile the evaluation worksheets of the bids.

c. The bidders must ensure that there are no discrepancies between the electronic (soft copy) saved on a CD or memory stick and the original hard copy submissions of the Technical Specification". If any discrepancies are detected, the hard copy document will take precedence over the electronic copy. The Gauteng Department of Health may contact the bidder, but shall not be obliged to do so, for clarification regarding any discrepancies found.

If a bidder does not meet the requirements stated above the bid will be disqualified.



**GAUTENG PROVINCE**  
HEALTH  
REPUBLIC OF SOUTH AFRICA

TENDER SPECIFICATION FOR GT/GDH/078/2021 - THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF PET SCANNER INFUSION SYSTEM FOR STEVE BIKO ACADEMIC HOSPITAL.

## STAGE 2: PRICE AND PREFERENCE POINTS EVALUATION

Only bidders who have complied with all of the previous stages of evaluation will be considered for the price and preference point system evaluation.

In terms of the Preferential Procurement Regulations 2017, Regulation 6.1 The 80/20 preference point system, which is applicable to bids with a Rand value equal to, or above R30 000 and up to a Rand value of R 50 million (all applicable taxes included) will apply.

Bidders are referred to the SBD 3.1 and Annexure B for pricing schedule and the SBD 6.1 for the Preference Point System.

### 7. SPECIAL CONDITIONS

#### 7.1 COPYRIGHT

This document may be reproduced and distributed under the strict condition that the content hereof is not altered, unless the alteration has been done by authorized personnel stipulated by the GDOH and the normal GDOH document control procedures are followed.

#### 7.2 CESSION

Neither party shall have the right to cede any of its rights or delegate any of its obligations in terms of this contract to another person or organisation without the prior written approval of the other party.

#### 7.3 GENERAL AND SAFETY REQUIREMENTS

##### 7.3.1 Licenses:

All electro-medical devices must be approved and licensed by SAHPRA. The successful bidders must -

- Submit an original or an original certified copy of the license.
- Grant licenses and access to third party supplier, as per written agreement at no extra cost, for connectivity of their systems to the equipment offered.
- Grant licenses and access to third party supplier, as per written agreement at no extra cost, for connectivity of their systems to the replacement (loan) equipment, new software (for example PACS / RIS / HIS)



TENDER SPECIFICATION FOR GT/GDH/078/2021 - THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF PET SCANNER INFUSION SYSTEM FOR STEVE BIKO ACADEMIC HOSPITAL.

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### 7.3.2 Acceptance Tests:

The successful bidder must -

- a) Medical Physicist must be present when Acceptance Tests are performed immediately after installation.
- b) Service provider must provide all necessary equipment and calibration sources that will be used for acceptance testing.

### 7.3.3 Electrical power supply:

The successful bidder must –

- a) Verify that adequate electrical power supply is available for the optimal functionality of the equipment.
- b) All equipment must be supplied with an internal power supply
- c) The mains cable of the unit being quoted for must be 15-amp 3 prong hospital grade type and it must be a minimum length of three (3) meters
- d) All equipment must be supplied with an internal power supply
- e) The equipment tendered for must not overload and trip the Hospital power in the area where it is installed.
- f) The mains cable of the unit tendered for must be SABS color coded. State details.
- g) The plugs must be surge protected.
- h) All equipment must be rated for RSA conditions.

### 7.3.5 Technology

- a) No product or part thereof shall be second hand or refurbished.
- b) The bidder must be able to upgrade the software at no cost during the contract period. The system must be upgradeable to enhance functionality.
- c) The offered product must comprise of the latest technology. The technology and the date of initial manufacture of the technology range must be stated.
- d) Software must be in English.

### 7.3.6 Manuals and Documentation

7.3.6.1 The bidders must submit an original hard copy or an electronic copy of all the brochures that include the brand and complete technical specification as follows:

- a. The original brochures in full color or a color printout of the brochure pdf file.
- b. The marketing brochure as well as the technical product data sheets.
- c. **ALL BROCHURES MUST BE CLEARLY MARKED:**
  - c1. Brochures for (Item description)
  - c2. Item number: to be indicated on brochure
  - c3. Name of the Company
  - c4. It is the responsibility of the bidder to identify the page numbers when referencing in column F (reference to brochure/technical data sheets).



TENDER SPECIFICATION FOR GT/GDH/078/2021 - THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF PET SCANNER INFUSION SYSTEM FOR STEVE BIKO ACADEMIC HOSPITAL.

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7.3.6.2 The successful bidders must submit the complete service / repair and user manual book as follows:

- a. Original manuals must be supplied.
- b. The service / repair and user manual book must include the following information:
  - b1. Fault finding guide
  - b2. Circuit diagrams / schematics
  - b3. Circuit descriptions and PCB layouts
  - b4. Calibration guide
  - b5. Part numbers and exploded diagram of mechanical parts / panels
- c. An electronic copy or CD of the manuals and documentation in English must be supplied.
- d. The following must be submitted in English:
  - d1. Complete operator /user manuals
  - d2. Quality assurance manuals
  - d3. Service manuals with full maintenance procedures, parts lists, system diagrams and electrical, mechanical and pneumatic schematics.
  - d6. Log book with instructions for daily, weekly, monthly and quarterly maintenance checklists.
  - d7. Certificate of calibration and inspection from factory.
  - d8. The vendor shall provide updates and revisions of the manuals at no extra charge for the lifetime of the equipment

7.3.7 Warranty, Maintenance and Quality Control Testing

7.3.7.1 The two-year warranty will commence after formal acceptance and handover of the equipment.

7.3.7.2 The two-year warranty must be provided for all the equipment in the tender document.

7.3.7.3 The annual QC tests are mandatory.

7.3.7.4 Scheduled Services by Technical Staff and Annual QC tests by Inspection Bodies, must be performed during normal working hours, from 08h00 to 17h00 during week days or as per arrangement.

7.3.7.5 Bidders must supply a two-year warranty against poor workmanship and latent defects and parts, as follows:

- a. The warranty must include all materials used and all workmanship.
- b. The guarantee must include services performed on all the equipment in the tender document.
- c. Spare parts must be guaranteed available for the specified life of the equipment, with a minimum of ten years.
- d. All software updates must be included in the warranty at no extra costs.



TENDER SPECIFICATION FOR GT/GDH/078/2021 - THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF PET SCANNER INFUSION SYSTEM FOR STEVE BIKO ACADEMIC HOSPITAL.

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- e. Spares and traveling time cost to be included in the warranty. Spares should be available within three working days.
  - f. A callout and backup service for urgent service requests must be available daily for 24 hours and be included in the warranty. The response time must be within two hours.
  - g. Call out time of 4 hours or less; response time less than 1 hour.
- 7.3.7.6 The successful bidder must arrange with both the respective Hospital / Institution and the Health Technology Services - before commissioning the equipment at the respective hospital / institution.
- 7.3.7.7 Software changes to the equipment that are corrective in nature and initiated due to software errors, regulatory requirements or safety reasons, shall be delivered and installed at no charge for the life span of the equipment.
- 7.3.7.8 If movable equipment is taken away to the service and repair facility for repair and maintenance during the warranty and maintenance periods, a loan equipment must be supplied for use by the institution at no extra cost.
- 7.3.7.9 If the equipment bided for cannot be repaired during the warranty period, it must be replaced and the institution be furnished with new equipment
- 7.3.7.10 The five-year maintenance, service and repair contract will commence after the two-year warranty period has expired, as follows
- 7.3.7.11 This contract would cover, but not be limited to the following: labor, travelling, accommodation, service and maintenance.
- 7.3.7.12 Specify the total cost per year and the cumulative cost for the five-year all-inclusive service contract.
- 7.3.7.13 The five-year maintenance plan must also include all quality checks and quality assurance requirements (including Annual QA-tests by SANAS accredited inspection bodies) and also all required calibrations.
- 7.3.7.14 All software updates must be included in the five-year maintenance plan at no extra costs.
- 7.3.7.15 For each and every repair, service and maintenance and all other services (upgrades, updates, etcetera) a job card must be furnished.
- 7.3.7.16 The lifespan and end of support date of the equipment offered must be indicated.
- 7.3.7.17 Spare part kits should specify all spare parts that will be included and stored on-site.
- 7.3.7.18 It must be guaranteed that no additional equipment, parts or software, excluding consumables, is required to operate the equipment specified in this tender. Specify any consumables required.
- 7.3.7.19 Tenderer must have a fully equipped workshop and qualified technicians who specialize in the above-mentioned equipment, technicians must be immediately available to carry out necessary services. State location of workshop and how many trained technicians are available. The Department will if so required visit the workshop to ascertain if the supplier is equipped to carry out repair and service of equipment being tendered for.



**GAUTENG PROVINCE**  
HEALTH  
REPUBLIC OF SOUTH AFRICA

TENDER SPECIFICATION FOR GT/GDH/078/2021 - THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF PET SCANNER INFUSION SYSTEM FOR STEVE BIKO ACADEMIC HOSPITAL.

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#### 7.3.8 Commissioning of The Equipment

The equipment and accessories ordered shall be delivered, installed, tested and commissioned at the expense of the bidders prior to acceptance.

#### 7.3.9 User and Technical Training

- a) Upon commissioning the system, the application specialist must be immediately available to provide the training of staff.
- b) On-site training on new equipment to be included in the price.  
Five days per week for the first 2 weeks. On site user training sessions on the operation of the equipment must be provided at no additional cost to the final bid price to ensure the correct application of the unit.
- c) Training for three days for clinical engineers and IT specialists must be provided.
- d) All other further training must be available on request.
- e) Bidders must note that dedicated test equipment, spare parts and any special tooling required for the maintenance of equipment quoted on must be made available and a dedicated workshop must be arranged. The Department has the right to visit and validate the workshop.

### 7.4 USE OF FLUID CORRECTING SUBSTANCES

The use of any corrective fluid/tape is strictly prohibited and will result in the disqualification of the bidder from the evaluation process.

### 7.5 PAYMENT TERMS

Section 38(1)(f) of the PFMA and Treasury Regulation 8.2.3 regulates the payment to suppliers within 30 days of invoice receipt after commissioning and acceptance testing. In support of this it is compulsory for the successful bidder/s, on award, to register for GPT Electronic Invoice Submission and Tracking.

### 7.6 THE CONDITIONS OF THE BID AWARD

- a) The Gauteng Department of Health reserves the right not to award or cancel the bid, as stipulated in Regulation 13 of the PPR, 2017.
- b) The bid will be awarded to the bidder whose bid scored the highest combined price and preference points out of 100.
- c) The Gauteng Department of Health reserves the right to negotiate further with preferred bidders, where prices are above the targeted market price as stipulated in Regulation 6 and 7 of the PPR, 2017.
- d) The successful bidder must be tax compliant at the awarding of the tender.
- e) Bidder must be registered with CSD and provide the Supplier Master Registration Number (MAAA number)



**GAUTENG PROVINCE**  
HEALTH  
REPUBLIC OF SOUTH AFRICA

TENDER SPECIFICATION FOR GT/GDH/078/2021 - THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF PET SCANNER INFUSION SYSTEM FOR STEVE BIKO ACADEMIC HOSPITAL.

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## **7.7 TRAVEL**

The Gauteng Department of Health will not be liable for any other travel costs incurred by the bidder. Prices quoted must be furnished based on “rendered on site” at the Gauteng Department of Health institutions.

## **7.8 AUTHORISATION DECLARATION**

- 7.8.1 Any bidder who is sourcing goods or services from a third party must compile an “Authorization Declaration” in full for all relevant goods or services, sign it and submit it together with the bid documents at the closing date and time of the bid.
- 7.8.2 The Gauteng Department of Health reserves the right to verify any information supplied by the bidder in the Authorization Declaration and should the information be found to be false or incorrect, the Gauteng Department of Health will exercise any of the remedies available to it in the bid documents.
- 7.8.3 The bidder must ensure that all financial and supply arrangements for goods or services have been mutually agreed upon between the bidder and the third party. No agreement between the bidder and the third party will be binding on the Gauteng Department of Health.

## **7.9 COUNTER CONDITIONS**

Bidders’ attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by bidders may result in the invalidation of such bids.

## **7.10 FRONTING**

- 7.10.1 The Gauteng Department of Health supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the National Treasury condemns any form of fronting.
- 7.10.2 The Gauteng Department of Health, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents.
- 7.10.3 Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist.



**GAUTENG PROVINCE**  
HEALTH  
REPUBLIC OF SOUTH AFRICA

TENDER SPECIFICATION FOR GT/GDH/078/2021 - THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF PET SCANNER INFUSION SYSTEM FOR STEVE BIKO ACADEMIC HOSPITAL.

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- 7.10.4 Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the National Treasury may have against the bidder/contractor concerned.

#### **7.11 CONTRACT PERIOD**

Ad-hoc Contract

#### **7.12 MERGERS, TAKE OVERS AND CHANGES IN SUPPLIER DETAIL**

- 7.12.1 Where a contracted supplier merges with or is taken over by another, the contracted supplier must inform the Department of Health in writing immediately (within 7 days) of relevant details.
- 7.12.2 The Department of Health reserves the right to agree to the transfer of contractual obligations to the new supplier under the prevailing conditions of contract or to cancel the contract.
- 7.12.3 A contracted supplier must inform the Department of Health within 7 days of any changes of address, name or banking details.

#### **7.13 SERVICE LEVEL AGREEMENT (SLA)**

- a) The Service Level Agreement template included in the bid pack will form part of the contract documents to be signed off by the successful bidder in lieu of the tender award.
- b) No other agreements except the Service Level Agreement template will be signed with the contractor, contractor's finance house, dealerships or sub-contractors. The Service Level Agreement must be signed by both parties within 14 days after commissioning of the contract. Two copies of the Service Level Agreement must be signed.

#### **7.14 THIRD PARTIES**

- 7.14.1 Participating authorities will not make a payment to or consult regarding orders with a third party.
- 7.14.2 No third party is entitled to put an account on hold.

#### **7.15 VALIDITY PERIOD**

After receipt of the bids and the closing of the tender, the Bid Evaluation Committee of the Gauteng Department of Health shall evaluate all the bids within the validity period of 90 days during which the tender shall be held valid. Each bid will be evaluated and compared to all the other bids.



**GAUTENG PROVINCE**  
HEALTH  
REPUBLIC OF SOUTH AFRICA

TENDER SPECIFICATION FOR GT/GDH/078/2021 - THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF PET SCANNER INFUSION SYSTEM FOR STEVE BIKO ACADEMIC HOSPITAL.

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## 7.16 TENDER PRICE

7.15.1 Price schedule - original SBD 3.1 and Annexure B must be submitted as well as an electronic copy be in Excel format (not PDF), captured and saved on a CD or memory stick.

a. Hard Copy Format:

The original (hard copy) must be written clearly and legibly.

b. Soft Copy Format:

The electronically (soft copy) must be submitted on a CD RW or memory stick to the Gauteng Provincial Treasury Tender Office. The CD or memory stick must be clearly marked with the Company Name and tender number. The electronic copy in Excel format to compile the evaluation worksheets of the bids.

7.15.2 The Price Schedule in MS Excel format that is attached below must be completed in order to submit it in original.

7.15.3 The bidders must also retype the Price Schedule in MS Excel format and complete it electronically in order to submit it electronically.

7.15.4 The bidders must ensure that there are no discrepancies between the electronic (soft copy) saved on a CD or memory stick and the original hard copy submissions of the Price Schedule. If any discrepancies are detected, the hard copy document will take precedence over the electronic copy. The Gauteng Department of Health may contact the bidder, but shall not be obliged to do so, for clarification regarding any discrepancies found.

7.16.2 Each original bid with the CD OR memory stick must be submitted in a separate, sealed envelope to Gauteng Provincial Treasury, Tender Box before the closing date and time. The name and address of the bidder, the bid number and the closing date must be clearly endorsed on the sealed envelope.

### 7.15.6 Tender Price

The tender price must be clearly broken down into all the items that are included and the prices per item. All bidders must indicate whether an optional item in a brochure is required to meet the specification and if it is included in the tender price. The breakdown of the prices also assists if part payments have to be made. The following prices must be submitted and indicated separately:

7.15.6.1 A detailed quotation that indicates what items is included and showing the breakdown of prices.

7.15.6.2 The two- year warranty must be included in the unit price of the equipment. The purchase pricing schedule must be completed in full.

7.15.6.3 The tender price must specify the standard items included in the equipment offered as well as the optional items not included.



**GAUTENG PROVINCE**  
HEALTH  
REPUBLIC OF SOUTH AFRICA

TENDER SPECIFICATION FOR GT/GDH/078/2021 - THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF PET SCANNER INFUSION SYSTEM FOR STEVE BIKO ACADEMIC HOSPITAL.

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7.15.7 The bidder must clearly distinguish the cost of the standard and the optional items (eg consumables) in the pricing schedule, as follows.

7.15.7.1 The price of the unit.

7.15.7.2 Optional items separately.

7.15.7.3 The warranty of two years. Details must be stated.

7.15.7.4 The maintenance plan of five years. Details must be stated.

## **7.17 POST AWARD REPORTING**

Historical Data:

All successful bidders are required to submit historical value and volume reports via e-mail on a quarterly (3) monthly basis to:

Gauteng Department of Health, Directorate: Acquisition and Contract Management

## **7.18. TECHNICAL ENQUIRIES:**

Name: Mr. Karl Dahlen

e-mail: karl.dahlen@gauteng.gov.za



**GAUTENG PROVINCE**  
HEALTH  
REPUBLIC OF SOUTH AFRICA

## TENDER SPECIFICATION

### THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF PET INFUSION SYSTEM FOR STEVE BIKO ACADEMIC HOSPITAL

#### Note:

#### 1. Technical Compliance

All equipment tendered for must be 90% or higher technically compliant to qualify for consideration for an award.

#### 2. Scoring of the bids

**2a. Weight:** Each specification will have a weight of 1 or a hash (#), which indicates the level of importance, as follows:

1 - A specification with a standard level of importance that must be complied with.,

# - Indicates a specification with a essential level of importance, where the bid offer will be disqualified, if the specification is not complied with.

**2b. Score:** The Bid Evaluation Committee will assign a score of 0 or 1 for each specification, which indicates the level of compliance, as follows:

0 - The specification does not comply. 1 - The specification is fully compliant.

**2c. Weighted and Total Score:** The score will be multiplied by the weight to give the total score for each specification and be added up.

**2d. The bidders must comply as follows with the specification:**

i. The bidders must comply with all the specifications (line items) with a # weight.

ii. The bidders must obtain a total score of 5 or higher out of 6 points in respect of specifications (line) with a weight of 1.

| A        | B                                                                         | C      | D               | E                                                                                                                   | F                                                                       |
|----------|---------------------------------------------------------------------------|--------|-----------------|---------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|
| Item no. | Tender Specification                                                      | Weight | Comply (Yes/No) | Details of Bid Offer<br>(Provide your answers in<br>this Column. You are<br>advised to be straight to<br>the point) | Reference to<br>Brochure /<br>Technical Data<br>Sheet<br>(verification) |
| 1        | <b>GENERAL DESCRIPTION: AUTOMATIC DOSE INJECTOR (PET infusion system)</b> |        |                 |                                                                                                                     |                                                                         |
| 1.1      | Pet Infusion system Unit must be mobile with lockable wheels              | #      |                 |                                                                                                                     |                                                                         |
| 1.2      | Pet Infusion system must come with a software.                            | #      |                 |                                                                                                                     |                                                                         |
| 1.3      | Must have a printable dose report                                         | #      |                 |                                                                                                                     |                                                                         |
| 1.4      | Maximum radioactivity 30 GBq for shielding effectiveness.                 | #      |                 |                                                                                                                     |                                                                         |
| 1.5      | Maximum radiopharmaceutical volume 30mls                                  | #      |                 |                                                                                                                     |                                                                         |
| 1.6      | Dose range 1-30mCi                                                        | 1      |                 |                                                                                                                     |                                                                         |



**GAUTENG PROVINCE**  
HEALTH  
REPUBLIC OF SOUTH AFRICA

## TENDER SPECIFICATION

### THE SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING AND MAINTENANCE OF PET INFUSION SYSTEM FOR STEVE BIKO ACADEMIC HOSPITAL

|      |                                                                                                                    |   |  |  |  |
|------|--------------------------------------------------------------------------------------------------------------------|---|--|--|--|
| 1.7  | Dose accuracy $\pm 5\%$ of the measured dose                                                                       | 1 |  |  |  |
| 1.8  | System radiation profile $\leq 0.014 \text{ mSv/hr}$ at 30.5cm from the surface of the cart at maximum activity.   | 1 |  |  |  |
| 1.9  | Adjustable Flow rate $\leq 1 \text{ ml/sec}$                                                                       | # |  |  |  |
| 1.10 | Maximum radiopharmaceutical concentration $100 \text{ mCi/ml}$                                                     | 1 |  |  |  |
| 1.11 | Energy range between 25keV-3MeV                                                                                    | 1 |  |  |  |
| 1.12 | Must be able to fractionate activity doses.                                                                        | # |  |  |  |
| 1.13 | Unit must have clear radiation warning signs                                                                       | # |  |  |  |
| 1.14 | Safety markings must be written in english                                                                         | # |  |  |  |
| 1.15 | Must have an emergency stop button                                                                                 | # |  |  |  |
| 1.16 | Must have effective shielding for the user with the surface dose rate less than $1 \text{ uSv/h}$ at maximum dose' | # |  |  |  |
| 1.17 | Dose calibrator must be incorporated in the unit.                                                                  | # |  |  |  |
| 2.   | <b>Consumables</b>                                                                                                 |   |  |  |  |
| 2.1  | Connection tubes (Compatible Patient administration sets), minimum of 20                                           | 1 |  |  |  |



**GAUTENG PROVINCE**  
PROVINCIAL TREASURY  
REPUBLIC OF SOUTH AFRICA

# Provincial Supply Chain Management

**Registered Supplier Confirmation**

Page 1 of 1

**THIS FORM IS TO BE COMPLETED BY REGISTERED SUPPLIERS ONLY**

**PLEASE NOTE:**

SUPPLIERS ARE REQUIRED TO PROVIDE THEIR REGISTERED CENTRAL SUPPLIER DATABASE (CSD) NUMBER \_\_\_\_\_

For confirmation of your supplier number and/or any assistance please call the GPT Call Centre on **0860 011 000**.

Registered Suppliers to ensure that all details completed below are CURRENT.

| MANDATORY SUPPLIER DETAILS                   |  |                       |  |
|----------------------------------------------|--|-----------------------|--|
| GPT Supplier number                          |  |                       |  |
| Company name (Legal & Trade as)              |  |                       |  |
| Company registration No.                     |  |                       |  |
| Tax Number                                   |  |                       |  |
| VAT number (If applicable)                   |  |                       |  |
| COIDA certificate No.                        |  |                       |  |
| UIF reference No.                            |  |                       |  |
| Street Address                               |  | Postal Address        |  |
|                                              |  |                       |  |
| CONTACT DETAILS                              |  |                       |  |
| Contact Person                               |  | Telephone Number      |  |
| Fax Number                                   |  | Cell Number           |  |
| e-mail address                               |  | Principal's Id number |  |
| BANKING DETAILS (in the name of the Company) |  |                       |  |
| Bank Name                                    |  | Branch Code           |  |
| Account Number                               |  | Type of Account       |  |

**I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT.**

Name(s) & Signature(s) of Bidder(s)

DATE:



**GAUTENG PROVINCE**  
PROVINCIAL TREASURY  
REPUBLIC OF SOUTH AFRICA

# Provincial Supply Chain Management

## Tax Clearance Requirements

Page 1 of 1

### IT IS A CONDITION OF BIDDING THAT -

- 1.1 The taxes of the successful bidder **must** be in order, or that satisfactory arrangements have been made with the South African Revenue Service to meet his / her tax obligations.
- 1.2 The South African Revenue Service (SARS) from the 18 April 2016 has introduced an enhanced Tax Compliance Status System, whereby taxpayers will obtain their Tax Compliance Status (TCS) PIN instead of original Tax Clearance Certificate hard copies.
- 1.3 Bidders are required to submit their unique Personal Identification Number (PIN) issued by SARS to enable the organ of state to view the taxpayer's profile and Tax Status.
- 1.4 Application for Tax Compliance Status (TCS) or PIN may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website [www.sars.gov.za](http://www.sars.gov.za).
- 1.5 In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Compliance Status (TCS) / PIN / CSD Number.
- 1.6 Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD Number must be provided.

### QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- |     |                                                                 |     |                          |    |                          |
|-----|-----------------------------------------------------------------|-----|--------------------------|----|--------------------------|
| 2.1 | Is the bidder a resident of the Republic of South Africa (RSA)? | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| 2.2 | Does the bidder have a branch in RSA?                           | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| 2.3 | Does the bidder have a permanent establishment in the RSA?      | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| 2.4 | Does the bidder have any source of income in the RSA?           | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS/TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER ABOVE 1.4 ABOVE.**



# Provincial Supply Chain Management

**Financial Statements**

Page 1 of 1

## Submission of Financial Statements

The latest financial statements for the last two years are required (except if it is a new or a dormant entity)

a) Financial statements must be signed by the auditor (in the case of companies) or the accounting officer (in the case of close corporations) the owner (in case of sole proprietors). Signatures must be on the accounting officer's / auditors report on the auditor's /accounting officer's letterhead.

b) Financial statements must be signed by the member/s (in the case of close corporations) or by the director/s (in the case of companies.)

c) In bids where consortia/joint ventures/sub-contractors and partnerships are involved, all bidders must submit their financial statements.

d) If it is a new or dormant entity an opening set of financial statements must be submitted with the tender document. A letter from the auditor (in the case of companies) or the accounting officer (in the case of close corporations) stating that the entity has not yet traded must be attached.

e) In cases where an entity has operated for a period less than a year the Management Accounts Report for the period in operation must be submitted signed accordingly as stated in paragraph (a) and (b) of this document.

f) In cases where the entity has operated for a period more than a year but less than two years, then the financial statement for the first year of operation signed accordingly as per paragraph (a) and (b) of this document must be submitted.

**SBD 9****CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

**SBD 9****CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

**SBD 9**

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

**SBD 9**

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Js914w 2

## **Annexure A**

# **GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010**

### **NOTES**

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

## TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 “Day” means calendar day.
  - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
  - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
  - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

**security**

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the

cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

## **11. Insurance**

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

## **12. Transportation**

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

## **13. Incidental services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

- provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

#### **14. Spare parts**

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **15. Warranty**

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser

may have against the supplier under the contract.

## **16. Payment**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

## **17. Prices**

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

## **18. Contract amendments**

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

## **19. Assignment**

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

## **20. Subcontracts**

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

## **21. Delays in the supplier's performance**

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## **23. Termination for default**

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

#### **24. Anti-dumping and countervailing duties and rights**

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

**25. Force Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination for insolvency**

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34. Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)